香港申訴專員公署

Office of The Ombudsman, Hong Kong



主動調查報告

Direct Investigation Report

康樂及文化事務署轄下
戶外遊樂和康體設施的保養與維修

Repairs and Maintenance of Outdoor Recreational and Sports Facilities under Leisure and Cultural Services Department

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Executive Summary
Direct Investigation Report

Repairs and Maintenance of Outdoor Recreational and Sports Facilities under Leisure and Cultural Services Department

Introduction

The Government has been devoting considerable resources in recent years to improve the design and utilisation of public play spaces. The quality, suitability and safety level of outdoor recreational and sports facilities have substantial impact on raising the living quality of the general public. As the management authority for a huge number of outdoor recreational and sports facilities, the Leisure and Cultural Services Department ("LCSD") has a duty to ensure that the facilities are in good condition and to arrange for their timely repairs and maintenance so that they can be used by the public safely for a sustained period.

Our Findings

2. We have the following comments and recommendations regarding the repairs and maintenance of outdoor recreational and sports facilities by LCSD:

(I) Lack of Specific Guidelines for Facilities Inspection and Inadequate Safety Awareness of Frontline Staff

3. LCSD has formulated departmental guidelines instructing frontline staff to inspect recreational and sports facilities periodically, drawn up procedures for reporting damage in facilities, and provided relevant on-the-job training to frontline staff on a regular basis to enhance their knowledge about the condition and inspection of the facilities. Nevertheless, our investigation found that some LCSD frontline staff had failed to report in a timely manner damage in recreational facilities and safety mats, and/or implement suitable temporary safety measures. This reflected a failure to fully understand the points to note during facilities inspections and the relevant safety requirements, as well as an inadequate awareness in reducing potential safety hazards among some LCSD staff.

4. In our view, LCSD should list out on the routine inspection form the facilities in a venue such that frontline staff can follow the list to inspect the facilities one by one during routine inspections and record the inspection results accordingly to obviate omissions. LCSD should also compile a technical practice guide for facilities inspections using wording intelligible to staff at all ranks and written from an execution perspective to guide the frontline staff. Objective or measurable standards and illustrations of the physical objects should be provided as far as possible with a view to

assisting frontline staff to accurately assess the damage spotted in facilities and evaluate the need to implement temporary safety measures. Furthermore, LCSD should step up training on facilities inspection to ensure understanding of the content of the practice guide by its staff so as to bolster their relevant knowledge and skills.

(II) Monitoring of Overall Repairs Procedures Inefficient

Improper Recording of Inspection Results and Reporting of Damage

5. The routine inspection forms and damage report forms for the facilities at different LCSD venues are filed and archived by individual District Leisure Services Offices to which a venue belongs, and the LCSD headquarters could not easily and systematically monitor the progress of the various facilities repair cases. In early 2023, LCSD started to develop a computer system that enables electronic recording of inspection results of and repairs for outdoor venues. Given the sheer number of facilities under LCSD management, we consider it imperative that the Department make use of smart technologies to consolidate and manage its facilities repair efforts. LCSD should follow up closely on the progress of developing the relevant computer system, and ensure that the relevant staff (including frontline venue staff, management staff and works staff responsible for arranging the repairs) can inspect in real time the records relating to facilities inspection and repairs, and follow up on the repair works in a timely manner.

Systematic Follow-up on Cases of Repairs Suspension Necessary

6. Depending on the actual operation of a venue or for some other reasons, LCSD’s works staff may from time to time put on hold the repair works for facilities and continue to open the facilities in question to public use under safe circumstances. LCSD estimated that each year, there are as many as 300 to 400 such cases where repairs for damaged facilities is suspended, sometimes for as long as half a year. We opine that LCSD should compile a watch list for cases of repairs suspension (especially before full deployment of the aforementioned computer system) and devise a follow-up system for such cases to regularly inspect the damage in the facilities involved. This would not only strengthen facilities management for better safety risk control, but also help preclude omissions or delays in follow-up.

Ineffective Monitoring of Works Progress

7. The LCSD venue staff and LCSD’s internal maintenance teams responsible for coordinating and handling repairs for outdoor recreational and sports facilities would monitor and follow up on the progress of repair works. Reminders or even warnings would be issued to contractors when delay in repairs is found. However, we noticed that warning letters were often issued only after the expected works completion date. In our view, once a works order is issued to the contractor, LCSD should monitor the commencement and progress of the repair works more effectively.

For instance, the Department can require the contractor to proactively report the different works procedures and works stages and set a last works date for the contractor in a timely manner. It should also clearly indicate to the contractor that decisive actions (such as cancelling the works order and reflecting the actual situation in the appraisal reports) would be taken in case the repairs are not completed on time, such that the possibility and magnitude of delay in the works can be minimised.

(III) Term Contract Arrangement Not Well-Considered and Not Conducive to Improving Efficiency and Quality of Repair Works

8. LCSD has outsourced the repairs and maintenance works for outdoor recreational and sports facilities and, by districts, awarded two term contracts to contractors. Nevertheless, the two term contracts were invariably awarded to the same contractor in recent years. We consider that if LCSD can engage more than one term contractor simultaneously, the impact on repair and maintenance works can be diminished when one of the contractors is unable to provide normal services. In this light, LCSD should conduct a major review of the term contract arrangement to explore a suitable alternative in appointing term contractors so as to raise the efficiency and quality of the Department's repair works. It should also adopt options that allow more flexible arrangements in engaging term contractors to take up repairs for facilities. This can reduce the risk of over-reliance on one single contractor on the one hand and bring about greater flexibility in assigning repair works to contractors on the other. Healthy competition amongst contractors can also boost the quality and efficiency of their service.

(IV) Stronger Monitoring of Contractors Called For

9. Our investigation found that between 2017 and 2022, the actual time taken by LCSD to complete repairs of facilities was about two months, much longer than the time limit (14 to 60 days) LCSD has set for completing general repairs. Delay in repair works was rather serious between 2018 and 2022, during which around a quarter to half of the repair works involved contractors' failure to complete the repairs by the expected completion date. We opine that LCSD needs to understand the specific reasons for delay in each repair case. It should consider adding to the relevant computer system a function to extract statistical data that are useful for examining and analysing the root causes of the problems, then formulate specific improvement measures to help the contractors to raise their efficiency and the Department to strengthen its monitoring of the contractors.

(V) Unclear Records on Performance Appraisals for Contractors and Guidance Should Be Provided to Works Staff

10. Since November 2019, LCSD has adopted the Development Bureau's mechanism for monitoring approved public works contractors to grade the contractors'

performance and been submitting the appraisal reports to the Bureau. Yet, we found that in the past, LCSD had failed to give a full picture of the contractors' actual performance in the appraisal reports. For instance, the appraisal reports neither mentioned the number of repair works that had involved delay or the number of written warnings issued to the contractor during the appraisal period, nor provided clear, specific and substantial justification for the grade given. This would undermine the effectiveness of the monitoring mechanism and related measures.

11. While LCSD had since 2021 made detailed records on the aspects of the contractors' performance that were considered "marginally satisfactory" or "poor", we opine that for the appraisal reports to always accurately reflect the contractors' performance, LCSD should provide the works staff responsible for evaluating contractors' performance with clear guidelines, including requiring them to provide objective data in the appraisals.

(VI) Consider Using Smart Technology to Facilitate Reporting of Facilities Damage by the Public

12. About 60 percent of LCSD's recreational and sports venues do not have on-site staff. Members of the public who discover damaged facilities can notify the venue in question during office hours or call the Government hotline 1823 for referral. We opine that LCSD can consider making use of smart technology that allows people to report damaged facilities for the Department's prompt follow-up actions, for example, by scanning the QR code attached to a recreational and sports facility or using instant communication software.

Our Recommendations

13. In light of our findings in this investigation, The Ombudsman has made the following 11 recommendations to LCSD:

(1) consider compiling a technical practice guide on facilities inspection using wording intelligible to staff at all ranks to guide the frontline staff. Objective or measurable standards and illustrations of physical objects should be provided as far as practicable to assist them to judge accurately the damage spotted in facilities and assess the need to implement temporary safety measures;

(2) instruct venue staff to list out on the routine inspection form the facilities in a venue, together with Chinese explanations, so that frontline staff of the venue can follow the list to inspect one by one the facilities during routine inspections and record the results accordingly to obviate omissions;

(3) strengthen facilities inspection training for frontline staff to ensure their understanding of the relevant inspection guidelines and enhance their safety awareness in implementing temporary safety measures for damaged facilities or cordoning off those facilities. Refresher training courses should also be arranged for them regularly to solidify their relevant knowledge and skills;

(4) follow up closely on the development of the computer system designed for facilities inspection and recording of repairs, and ensure that in the future, the relevant staff (including frontline venue staff, management staff and works staff responsible for arranging the repairs) can inspect in real time the records relating to facilities inspection and repairs, as well as follow up on the facilities repairs in a timely manner;

(5) compile a watch list for cases of repairs suspension and draw up a follow-up system for such cases;

(6) monitor more effectively the progress of facilities repairs and draw up guidelines to instruct frontline staff how to execute the relevant tasks;

(7) revisit the current term contract arrangement, including to avoid awarding all term contracts to one single contractor at the same time, and in the long run explore options that allow more flexible arrangements for engaging term contractors to take up facilities repair works so as to avoid over-reliance on one single contractor and bring about greater flexibility in assigning repair works to contractors;

(8) probe and analyse the reasons for works delay by contractors, collect data relating to works delay with a view to identifying the root causes and formulating specific improvement measures to help raise the efficiency of repairs by contractors and effectiveness of monitoring of contractors by LCSD;

(9) consider installing a function in the relevant computer system to extract statistical data of reference value for research and analysis so as to strengthen monitoring of the overall repairs process;

(10) provide clear appraisal guidelines to the works staff who evaluate contractors' performance such that the appraisal reports to be submitted to the Development Bureau can reflect contractors' performance more accurately and serve as reference for LCSD in contractor selection in the future; and

(11) consider making use of smart technology to facilitate public report of damaged recreational and sports facilities under LCSD.

Office of The Ombudsman
December 2023

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1

INTRODUCTION

BACKGROUND

1.1 In the course of handling individual complaint cases, this Office found that some protracted and obvious damage in the facilities in outdoor recreational and sports venues had escaped the day-to-day inspections conducted by the Leisure and Cultural Services Department ("LCSD"). Improper repairs and maintenance of those facilities will affect their use by members of the public and even jeopardise user safety.

1.2 Our preliminary inquiries revealed that LCSD staff inspect at least once every two weeks the recreational and sports facilities (including children's play facilities, fitness equipment, safety mats and facilities at sports venues) in the parks and non-fee charging outdoor recreational and sports venues (including hard-surface soccer pitches, basketball courts, handball courts, volleyball courts, gateball courts and roller-skating rinks, etc.) under the Department's management. Damage found in the facilities would be referred to LCSD contractors for follow-up and repair.

1.3 Each year between 2016 and 2020, there were around 2,000 cases of repairs for LCSD's outdoor children's play facilities and recreational and sports facilities; and each year, the repairs in over 30 percent of the cases (i.e. more than 600 cases) took more than three months from the day of reporting the damage to complete. Some cases even took more than six months. In 2021, the repair cases saw a noticeable drop in number and a shorter overall repair time compared to the previous five years. Yet, there were still some 200 cases in which repairs took more than three months to complete.

1.4 Against this background, The Ombudsman launched a direct investigation against LCSD pursuant to section 7(1)(a)(ii) of The Ombudsman Ordinance on 8 December 2022.

SCOPE OF INVESTIGATION

1.5 This direct investigation focuses on LCSD's outdoor recreational and sports facilities provided to the public for free (i.e. no booking or fee is required for their use). The scope covers:

- LCSD's mechanism for carrying out day-to-day inspections and repairs for facilities and the effectiveness of related efforts;
- LCSD's monitoring of the performance of outsourced contractors in carrying out repairs;
- how LCSD integrates the public's views in the procurement or replacement of recreational and sports facilities; and
- other areas for improvement.

PROCESS OF INVESTIGATION

1.6 We announced the launch of this direct investigation and invited views from members of the public on the topic on 8 December 2022. We have also enquired of the Architectural Services Department ("ArchSD"), which is responsible for constructing LCSD's parks and outdoor recreational and sports venues, in order to understand more about the recreational and sports facilities in those venues. On 12 September 2023, we issued a draft investigation report to LCSD and ArchSD for comments. This final report, upon considering their comments, was completed on 12 December 2023.

2

INSPECTION AND REPAIR ARRANGEMENTS FOR OUTDOOR RECREATIONAL AND SPORTS FACILITIES

OVERVIEW OF THE OUTDOOR RECREATIONAL AND SPORTS FACILITIES UNDER LCSD

2.1 LCSD has installed various types of outdoor recreational and sports facilities of different functions in the parks and outdoor recreational and sports venues under its management for the public to use for free. The number of facilities under LCSD's care grows continuously with the completion of new parks, sitting-out areas and outdoor sports venues in various districts every year. As at August 2023, more than 8,500 groups of outdoor recreational and sports facilities distributed across over 1,000 venues are managed and maintained by LCSD.

2.2 In order to make public play spaces more creative and fun and to meet public aspirations, the Government announced in the Chief Executive's 2019 Policy Address the launch of a five-year plan to transform more than 170 public play spaces[1] under LCSD, with an estimated financial commitment of 700 million dollars. In the process of transforming the facilities, LCSD will take into account the results of studies carried out by professional consultants, and encourage participation by all the stakeholders, including children and their parents/caretakers, district personalities, professionals and community organisations, with a view to incorporating feasible and suitable facilities and design elements in the public play spaces so that the play facilities can be more creative, integrative, challenging and fun. As at August 2023, a total of 87 transformation projects have been launched, with five already completed.

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[1] The LCSD "Transformation of Public Play Space" website: https://www.lcsd.gov.hk/en/pps/index.html

REPAIRS AND MAINTENANCE OF FACILITIES

2.3 The repairs, maintenance and replacement of new recreational and sports facilities in LCSD venues are the responsibilities of the relevant contractors/ suppliers/agents during the warranty period (usually a year) in accordance with the conditions of the installation/procurement contracts.

2.4 The Maintenance Team under LCSD's Technical Section ("Maintenance Team") is responsible for coordinating and handling the repairs of the recreational and sports facilities in the Department's outdoor recreational and sports venues. The Team is comprised of works staff, including one architect, one structural engineer and seven project supervisors.

REGULAR INSPECTIONS

2.5 In order to ensure that the outdoor recreational and sports facilities are suitable for public use, LCSD arranges regular inspections, including routine inspections and structural inspections. It has drawn up a "Guidelines on Inspection and Repair of Playground Equipment" ("Guidelines"), specifying the personnel responsible for carrying out inspections, inspection frequencies, procedures for reporting damage in facilities and for arranging for contractors to carry out repairs, and how to monitor progress of repair works.

Routine Inspections

2.6 Routine inspections aim at ensuring that the facilities in parks and playgrounds are always safe, clean and in a state suitable for public use. The responsible staff conduct the inspections visually and record the inspection results on the specified form ("routine inspection form"). Management staff at a rank not lower than Assistant Leisure Services Manager would check the routine inspection records bi-monthly. If obvious damage or damage that constitutes safety hazards (such as ruptures or loosened component parts, protruding sharp edges or pointed corners) are found during inspections, they would be reported so that repairs can be arranged (see **para. 2.10**). If the facilities involved are considered unusable or unsuitable for use, the area concerned would be cordoned off and a notice would be put up. LCSD's

arrangements for routine inspections of outdoor recreational and sports facilities are detailed in **Table 1**.

Table 1: LCSD's arrangements for routine inspections of outdoor recreational and sports facilities

Venue	Responsible staff	Inspection frequencies [Note]
With on-site staff	LCSD on-site staff or staff of outsourced contractor (such as park warden or security guard)	**Once every day**
No on-site staff	Management staff under the District Leisure Services Offices of LCSD	**At least once fortnightly**

[Note] In case of frequent damage or complaints, inspection frequencies would be increased.

Structural Inspections

2.7 Structural inspections aim at examining the technical aspects of the facilities. According to the Guidelines, LCSD categorises the risk level of facilities as "high, medium and low", hence the frequencies of structural inspections and order of priority, in accordance with the facilities' structure and utilisation rates, target user categories and complaint records. The Maintenance Team conducts regular structural safety examinations and risk assessments according to the risk level of the facilities in question. **Table 2** shows the risk level categories and frequencies of structural inspections of the facilities.

Table 2: Risk level categories and frequencies of structural inspection of LCSD outdoor recreational and sports facilities

Safety risk level	Factors in determining risk level	Example	Frequency of Structural Inspections
High	• cantilevered facilities • high utilisation rate • record of accidents	Basketball stands	Once a year

Safety risk level	Factors in determining risk level	Example	Frequency of Structural Inspections
Medium	• facilities with movable component parts • rather high utilisation rate • record of public complaints received	Spring riders/ swings/ fitness equipment	At least once biennially
Low	• facilities without movable component parts • normal utilisation rate • repairs seldom called for	Facilities not included in the above two categories	Inspections on a need basis (e.g. complaint received)

2.8 The works supervisors of the Maintenance Team inspect all outdoor recreational and sports facilities in all districts for any damage, rust, loosened parts, etc., and make safety risk assessments. Where necessary, the Team will recommend repairs or even replacements of the facilities for the consideration and follow-up of the relevant District Leisure Services Office ("DLSO"). LCSD added that basketball stands are categorised as facilities of high-risk level. The independent structural engineers appointed by the Maintenance Team conduct annual structural inspections on more than 1,050 basketball stands installed in LCSD-managed outdoor recreational and sports venues.

PUBLIC REPORTS OF DAMAGED FACILITIES

2.9 Apart from the necessary and timely repairs of outdoor recreational and sports facilities upon proactive regular inspections as aforementioned, follow-up actions would also be taken by venue staff upon receipt of information and complaints about damaged facilities from members of the public. The numbers of public complaints about damaged outdoor recreational and sports facilities received by LCSD each year between 2017 and 2022 are given in **Table 3**.

Table 3: No. of complaints about damaged outdoor recreational and sports facilities received by LCSD between 2017 and 2022

Year	No. of cases
2017	181
2018	225
2019	265
2020	146
2021	234
2022	211

PROCEDURES FOR REPAIRING FACILITIES

I. Report Damaged Facilities

2.10 The Guidelines stipulates that once damage is found in outdoor recreational or sports facilities, the LCSD on-site staff should complete and submit to the venue supervisor a facility damage report form that records the date of discovery and details of the damage. The supervisor should then verify the damage and submit a damage report to the Maintenance Team.

II. Verify Damage

2.11 Upon receiving a damage report, the Maintenance Team will:

(a) issue an acknowledgement within seven days to the staff of the venue in question, stating clearly the repairs file number; and

(b) conduct site inspection of the damaged facility (on a need basis).

LCSD stated that generally, the Maintenance Team will complete the assessment of the facility in question within 14 days of receiving the damage report, and determine if repairs are warranted.

III. Issue Works Order

2.12 If the facility in question is still within the warranty period, the Maintenance Team would ask the original contractor/supplier/agent of the facility to carry out repairs (see **para. 2.3**). If the warranty period has expired and only minor repairs (such as loosened component parts, repairs and replacement of safety mats of outdoor venues) is needed, the Maintenance Team will issue a works order within 14 days to the current contractor who have signed a contract with LCSD for the repairs and maintenance of recreational and sports facilities ("term contract") (see **paras 2.21–2.23**), requesting that the necessary repairs be completed by the specified deadline.

2.13 If the repair item is not covered by the term contract (including replacement of the facility), or for some reason the term contractor cannot provide the repair service required in accordance with the contract conditions (e.g. there is serious delay in the contractor's repair works), the Maintenance Team will arrange for the necessary repairs or replacement by another suitable contractor engaged via direct procurement ("direct procurement contractor"). If this is the case, LCSD would usually take three to five weeks to complete the tendering process and confirm with the successful bidder the procedures for ordering the necessary materials and the works schedule (see **paras 2.25 and 2.26**). LCSD will then issue the works order.

Setting the expected works completion date

2.14 To shorten the time taken for and enhance the efficiency of facility repairs, LCSD has set down in the term contracts conditions that contain guidelines in relation to the works duration of different types of repair works orders (see **Table 4** for the time limits set for different types of works). The Maintenance Team will act in accordance with the guidelines when issuing works orders for facility repairs so as to obviate the process of approving the expected date of works completion and expedite the issuance of works orders. Likewise, the contractors should abide by the guidelines to submit the works schedule and complete the repairs. Should situation beyond the contractor's control arises within the specified time limit and affect the repair works (such as inclement weather), the contractor can apply for extension of the deadline. LCSD will assess whether the application is justified before granting approval.

Table 4: Normal time limit for completing repair works as stipulated in LCSD's term contracts

Repair Works	**Normal time limit for works completion by contractors** (since the day of issuing works order)
Minor repairs (such as reinstalling or tightening loosened screws or component parts, simple repairs or painting jobs for facilities) and repair/replacement of fitness equipment for the elderly	14 to 21 days
Repair/replacement of safety mats (depending on the area of the mats involved) • Less than 100 square metres • Over 100 square metres	 • 14 to 30 days • 45 to 60 days

2.15 Regarding facility repair works arranged through contracts awarded by direct procurement (see **para. 2.13**), the time required varies, depending on the facility type and scale of the works involved. The contractor is required to submit a works schedule to LCSD, which would then determine the expected works completion date. LCSD stated that some facilities and component parts required may take time to order and deliver from overseas. The time required for the repair works involved varies from one to four months.

2.16 To make it easier for members of the public to know the repairs progress of damaged recreational or sports facilities, LCSD will either cordon off the facility involved partially or affix a notice thereon for public information if the repair involved is relatively simple and can be completed relatively quickly. Regarding large-scale repair or refurbishment works, a notice would be posted on site to inform the public of the tentative works completion date and dates of temporary closure of the facility. If the public wish to know the details of the repairs can enquire of the site staff using the contact information contained in the notice or provided routinely at the venue concerned.

IV. Monitor Works Progress

2.17 LCSD indicated that upon issuance of a works order, the on-site staff of the venue in question and the Maintenance Team would cooperate proactively to co-monitor the works progress. The Maintenance Team will meet with the term contractor every week to review the works progress. According to the Guidelines, should there be any sign of delay, the Maintenance Team will immediately instruct the contractor to follow up quickly and may issue a written reminder to the contractor. If no progress is seen within a week, a written warning may be issued to urge the contractor to take instant action and expedite the works. Should the delay persist, the Maintenance Team would clarify the reason(s) with the contractor and request it again to complete the works as soon as possible.

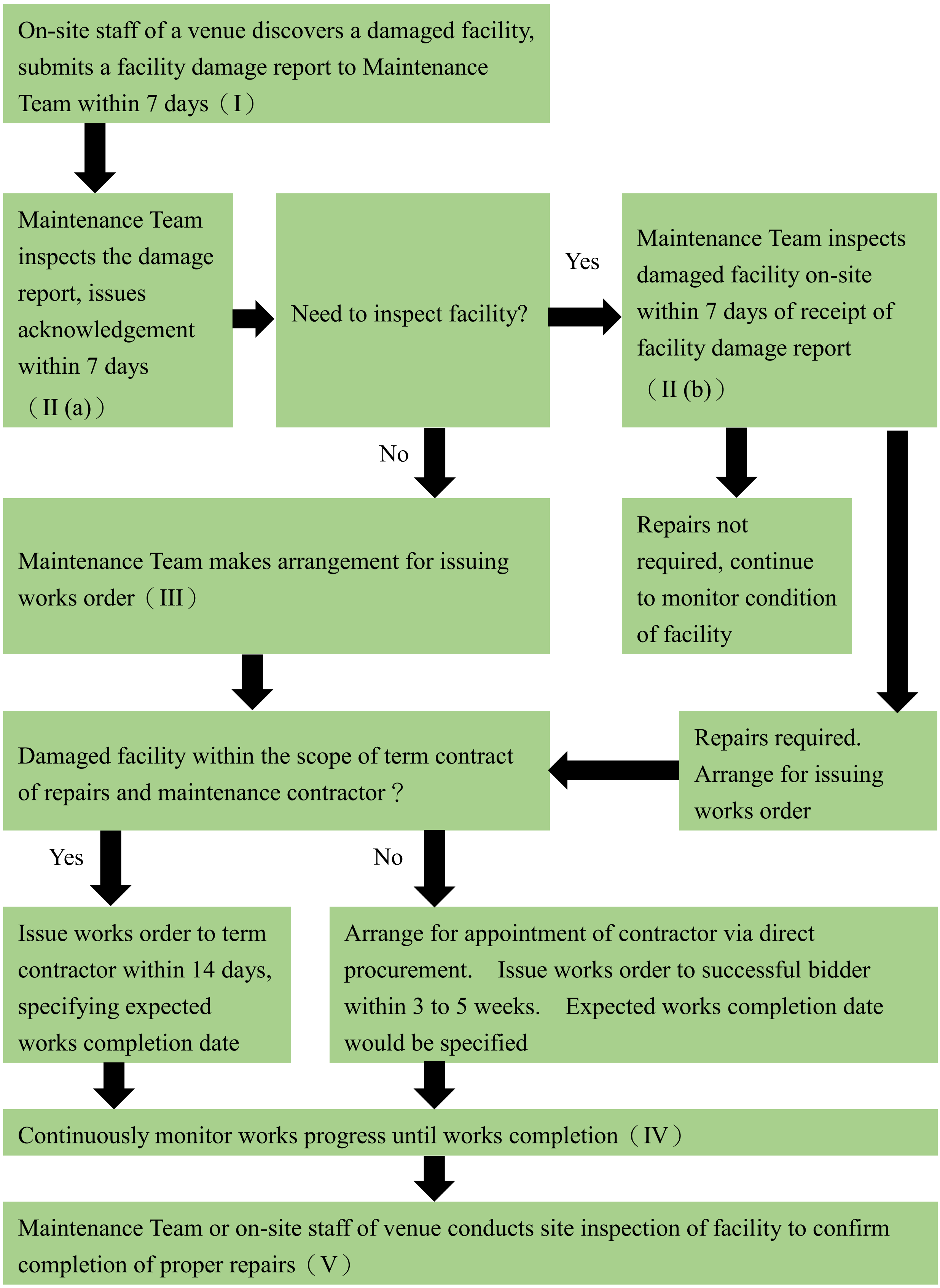
2.18 Under the Guidelines, repair works that remain outstanding a month after the expected date of works completion would be classified as "long overdue repair cases"(嚴重延誤個案). The concerned District Leisure Services Manager should report such cases to the Chief Leisure Services Manager and the Senior Project Manager of the Technical Section (see **para. 2.4**) to explore a solution to the problem. Cases will also be taken to the directorate staff of the Department where warranted.

V. Acknowledge completion of repairs

2.19 Upon receipt of the contractor's notification of works completion, the Maintenance Team or the on-site staff of the venue concerned will inspect the facility in question. When works completion is confirmed, the on-site staff will re-open the facility to public use.

2.20 **Figure 1** shows the basic workflow of repairing outdoor recreational and sports facilities by LCSD.

Figure 1: Basic workflow for repairs of outdoor recreational and sports facilities by LCSD



APPOINTING CONTRACTORS FOR REPAIRING RECREATIONAL AND SPORTS FACILITIES

Term Contract Contractors ("Term Contractors")

2.21 LCSD follows the Government's Stores and Procurement Regulations and the established public works procurement procedures and assessment criteria to conduct selective tendering to invite those contractors on the Lists of Public Works Contractors[2] (about 100) of the Development Bureau ("DEVB") to submit tenders for the Department's public works term contracts (see **para. 2.12**) in the works categories and groups for which they are approved to carry out repairs and maintenance for LCSD outdoor recreational and sports facilities. The tender evaluation team will assess the tenders in accordance with the departmental procedures and criteria, taking into consideration whether the tender fully meets the conditions and eligibility criteria as set out in the tender documents. Given that all the conditions and criteria are fully met, the lowest bidder will win the contract. LCSD stated that the past performance of a contractor is a factor of consideration in contractor selection.

2.22 At the tendering stage of term contracts, LCSD would list out in the Schedule of Rates[3]（定價表）the calculation units of various types of repair items, without committing a specific number of works projects, because neither LCSD nor the contractor can be sure of the actual number of works projects to be carried out under the contract. The successful tenderer must, during the contract period, complete the repair works as per LCSD's instructions. Upon works completion, LCSD will verify the number of works items completed as reported by the contractor and calculate the final works fees involved according to the tendered rates provided by the contractor as specified in the Schedule of Rates.

2.23 At present, LCSD has awarded two term contracts with respect to the repair and maintenance works for the outdoor recreational and sports facilities in the New Territories and the urban areas (including Hong Kong Island and Kowloon),

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2 The Lists of Public Works Contractors has been uploaded to the DEVB website at www.devb.gov.hk. The Lists include all contractors who have obtained approval to tender for public works contracts and the works categories for which they can bid. The contractors are classified into three groups according to the maximum contract value for which they have been approved to bid.

3 LCSD's Schedule of Rates is drawn up based on ArchSD's Schedule of Rates for Term Contracts for Building Works.

involving a total contract value of $29,800,000 and $30,100,000 respectively[4]. The contract period is three years from November 2021 to October 2024. As opposed to usually two years previously. Information shows that the two current term contracts have been awarded to the same contractor. LCSD explained that the two contracts had been evaluated in accordance with the assessment procedures and criteria aforementioned (see **para. 2.21**). That they were awarded to the same contractor was not intentional.

2.24 We find that since November 2015, LCSD has four times signed new term contracts for the New Territories and the urban areas, and a new contractor has been selected each time. Nevertheless, in each of the new contract periods, the two term contracts for the New Territories and the urban areas were invariably won by the same contractor. LCSD indicated that it will consider imposing a limit on successful tenders in the future, requiring that the successful tenderers for the two contracts must be different and not directly or indirectly related. The aim is to minimise the impact on normal services in case the only contractor underperforms.

Direct Procurement Contract Suppliers/Contractors

2.25 When a direct procurement contract (see **para. 2.13**) is called for, LCSD must adhere to the established procurement procedures and take into consideration the magnitude of the damage and the repair items in drafting the tender document (which contains scope of the contract and technical conditions). At least ten suppliers on the Reference Lists for Goods and General Services[5] compiled by the Department's Supplies Section must be invited to submit quotations and works schedules for evaluation.

2.26 LCSD pointed out that the tendering procedures *per se* before issuance of a works order would take at least three weeks. If the damage in question requires ordering replacement spare parts from overseas, the whole process would take even longer, sometimes as long as several months. Given the varied works items and component parts involved in each repair project, LCSD had not compiled or maintained any statistical data on the cases that involved purchasing component parts from overseas suppliers each year.

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[4] The total contract value is calculated based on LCSD's estimated workload and the contractor's service fees during the contract period.

[5] A company with a valid Business Registration Certificate can apply for inclusion in LCSD's lists of suppliers of goods and services. As at August 2023, there are 42, 38 and 22 suppliers in the lists relating to recreational, fitness and sports equipment respectively.

MONITORING CONTRACTORS FOR REPAIRING RECREATIONAL AND SPORTS FACILITIES

DEVB's Monitoring Mechanism Adopted

2.27 In view of the persistently poor performance of the term contractor for the period between November 2017 and October 2019 (see **paras. 4.20–4.23**), LCSD has adopted DEVB's Contractor Management Handbook for all new term contracts signed since November 2019 in order to strengthen the monitoring of contractors' performance. LCSD follows the evaluation criteria and grading guidelines contained therein to assess and give a score to a contractor's performance on various aspects[6], and provide an overall grade to the contractor according to the total scores earned (Grade 1: Very Good（非常好）; Grade 2: Good（好）; Grade 3: Satisfactory（滿意）; Grade 4: Poor（差）; and Grade 5: Very Poor（非常差）). Contractors whose total score is below 40 or who receive a Grade 5 in certain relatively important performance aspects (including works progress, workmanship, site safety and/or environmental pollution control, etc.) would be given a Grade 5 for overall performance. Contractors are evaluated on a quarterly basis. Appraisal reports would be submitted to DEVB and ArchSD.

2.28 According to LCSD, the scores and grades on an appraisal report would affect the contractor's "performance indicator" and even its chance of being awarded public works projects in the future. If a contractor seriously under-performs, LCSD can take action according to the Contractor Management Handbook and recommend DEVB take appropriate regulatory actions such as suspension of eligibility for bidding contracts, demoting its category in the relevant List (see **Note 2**) or even removing it from the List. LCSD indicated that since the adoption of the above evaluation and monitoring mechanism, there has been obvious improvement in the efficiency of repairs and maintenance for recreational and sports facilities (see **para. 3.12**), and the Department has no record of contractor recommended for punishment.

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6 Aspects of performance subject to appraisal include Workmanship（工藝）, Progress（工程進度）, Site Safety（工地安全）, Environmental Pollution Control（環境污染管理）, Organisation（組織）, General Obligations（一般責任）, Industry Awareness（行業意識）and Resources（資源）, etc.

Default Fee for Works Delay

2.29 In case a contractor performs poorly, is involved in serious works delay or fails to comply with contractual requirements, LCSD may, as per the contract conditions, issue a default notice to the contractor and deduct the monthly service fee payable to the contractor (i.e. "default fee") based on the number of default notices issued in the month in question. Take the term contracts still in force (contract ending October 2024) as examples, the calculation of default fees is set out in **Table 5**.

Table 5: Calculation of default fees for term contracts

Default notices issued per month	Default fee for each default notice (Hong Kong dollars)
First and second	$3,423
Third and fourth	$4,598
Fifth and subsequent	$5,899

2.30 The following are two examples of calculating the amount of default fee for term contracts.

<u>Example 1</u>

Assuming that LCSD has issued five default notices to the same contractor within a certain month, the total default fee will be $21,941 (i.e. $3,423 x 2 + $4,598 x 2 + $5,899 x 1).

<u>Example 2</u>

Assuming that LCSD has issued 20 default notices to the same contractor within the same month, the total default fee will be $110,426 (i.e. $3,423 x 2 + $4,598 x 2 + $5,899 x 16).

2.31 During the outbreak of the COVID-19 pandemic in early 2020, many countries/regions implemented lock-down measures and production was halted across industries, resulting in a supply shortage of or difficulties in transporting some equipment and component parts. LCSD's repair and maintenance works of outdoor recreational and sports facilities also took longer to complete. In view of the impact of

the pandemic on various public works projects and that delay in works completion was beyond the contractors' control, the Government adopted a flexible approach between 2020 and 2022 in charging liquidated damages[7] with regard to public works projects. In this light, LCSD had suspended the collection of default fees from contractors whose works have been delayed due to the epidemic situation between 2020 and January 2023.

[7] Liquated damages specified in the contracts is the monetary loss incurred when delay is expected in the completion of a works project.

3

CURRENT STATE OF REPAIR WORKS FOR OUTDOOR RECREATIONAL AND SPORTS FACILITIES

3.1 We have explained LCSD's basic procedures for conducting repairs for its outdoor recreational and sports facilities in **paragraphs 2.10 to 2.20** of this report. In order to better understand LCSD's efficiency in carrying out the repairs, we have obtained from the Department statistical data on the time required for the various steps of the procedures.

TIME REQUIRED TO SUBMIT DAMAGE REPORT OF FACILITIES

3.2 Once damage is found in facilities, the venue staff should submit a facility damage report to the Maintenance Team within seven days **(see para. 2.10 and Fig. 1(I)** under **para. 2.20)**. Between 2017 and 2022, the Maintenance Team received about 2,000 to 3,000 facility damage reports each year. The time taken for the venue staff to report the damage during the period is set out in **Table 6**.

Table 6: Time taken from discovering damage to receipt of facility damage report by Maintenance Team (between 2017 and 2022)

Year	Average no. of days taken for the year	No. of days taken in the most time-consuming case for the year
2017	2.4	57
2018	2.1	52
2019	2.3	36

Year	Average no. of days taken for the year	No. of days taken in the most time-consuming case for the year
2020	3.7	59
2021	2.4	60
2022	1.7	23

3.3 As can be seen in **Table 6**, it took an average of 1.7 to 3.7 days since the discovery of damage to submit facility damage reports during the years concerned, indicating that most venue staff could complete reporting of facility damage within the time frame stipulated in the Guidelines.

3.4 With regard to the case each year that took the longest time for submitting the facility damage report, LCSD reviewed the relevant records and found that the cases in 2017 (57 days), 2018 (52 days), 2019 (36 days) and 2022 (23 days) involved faults in the report submission process. Detailed accounts of the cases in 2018 and 2022 can be found in **Cases 6 and 7** in **Chapter 4**.

3.5 On the other hand, in respect of the cases in 2020 and 2021, LCSD pointed out that at that time, Hong Kong continued to be hit by the COVID-19 pandemic and the Government had shut down recreational and sports facilities and implemented special work arrangements. As a result, the LCSD outdoor staff could not follow the normal procedures and time frames to submit facility damage reports, and therefore, failed to complete the relevant works within the time limit specified in the Guidelines.

TIME TAKEN TO ISSUE WORKS ORDERS TO CONTRACTORS

3.6 Upon receipt of a facility damage report, the Maintenance Team would issue an acknowledgement to the venue staff concerned, stating the repairs file reference number. Where warranted, the Team would conduct a site inspection for the facility in question (see **para. 2.11 and Fig. 1(II (a) and II(b)**) under **para. 2.20)**. LCSD said that normally, the Maintenance Team would complete the assessment of the facility and issue a works order to the relevant contractor (see **Fig. 1(III)**) within 14 days of receiving the damage report. **Table 7** below shows that between 2017 and 2022, the Maintenance Team took an average of 6.9 to 19.8 days each year to issue a works order from the day of receiving a facility damage report.

Table 7: Time taken by Maintenance Team to issue works order from day of receiving facility damage report (between 2017 and 2022)

Year	Average no. of days taken for the year	The most time-consuming case for the year as shown in computer records	
		Recorded no. of days	Actual no. of days [Note]
2017	11.8	93	20
2018	19.8	200	20
2019	12.8	130	25
2020	12.3	161	20
2021	9.8	110	15
2022	6.9	49	28

[Note] Actual number of days is derived after discounting the duration of repair works suspension.

3.7 LCSD pointed out that each year between 2017 and 2021, the works order in about 70 to 80 percent of repair cases could be issued to the contractor within 14 days of receiving the damage report. The percentage rose to 90 in 2022.

3.8 However, the most time-consuming cases took as many as 49 to 200 days. LCSD explained that was because on the one hand, the works staff of the Maintenance Team had to handle the damage reports received while special working arrangements were being implemented during the pandemic (see **para. 3.5**), and because some cases involved suspension of repairs on the other. Upon receipt of a facility damage report, the Maintenance Team had to consider the actual circumstance of the case and discuss with the venue staff the arrangements for the repair works. Some facilities could not be closed at once due to venue operation needs, or the Maintenance Team had to wait out the rainy season before carrying out the repairs. The Team would first assess the condition of the facility concerned. If there is only partial wear and tear and the facility as a whole can still be used in a safe manner, the repairs will first be suspended. The facility would continue to be open for public use pending deliberation between the works staff and the venue management. Meanwhile, it would be inspected more frequently and its condition monitored closely. The duration of repairs suspension was reflected in the computer record as the number of days taken to issue the works order, and even to complete the repairs, since the day of discovering the damage in the facility. LCSD considered cases involving repairs suspension should not be deemed as delayed cases,

and estimated that such cases accounted for around 15 to 20 percent of facility damage reports each year. Discounting the duration of repairs suspension, the works orders in a majority of these cases were actually issued within two to three weeks upon receipt of the damage reports (see "Actual no. of days" in **Table 7**).

3.9 In light of the above inadequacy in record-keeping, LCSD indicated that it is now developing a computer system for repair works in a bid to improve the presentation in those cases. Reminders will be added to alert staff of the status of facilities in cases involving suspension of repair works such that they could arrange repairs in a timely fashion (see **para. 3.21**).

NUMBER OF WORKS PROJECTS COMPLETED BY TERM CONTRACTORS AND DIRECT PROCUREMENT CONTRACTORS

3.10 When an outdoor recreational and sports facility requires repairs after the warranty period has expired, LCSD would arrange for a term contractor or a direct procurement contractor to carry out the necessary repairs (see **paras 2.12–2.13**). The numbers of repair/replacement projects completed for LCSD by those two types of contractors between 2017 and 2022 are shown in **Table 8**.

Table 8: No. of repair projects completed by term contractors and direct procurement contractors for outdoor recreational and sports facilities (between 2017 and 2022)

Year	No. of repair projects completed in the year	No. of repair projects completed by term contractors (% over total no. of projects)	No. of repair projects completed by direct procurement contractors (% over total no. of projects)
2017	2,341	1,607 (68.6%)	734 (31.4%)
2018	2,446	1,403 (57.4%)	1,043 (42.6%)
2019	2,367	901 (38.1%)	1,466 (61.9%)
2020	1,823	1,269 (69.6%)	554 (30.4%)
2021	2,128	1,383 (65.0%)	745 (35.0%)
2022	1,680	1,092 (65.0%)	588 (35.0%)

TIME TAKEN TO CARRY OUT REPAIR WORKS BY CONTRACTORS

3.11 **Table 9** shows for repair cases completed each year between 2017 and 2022, the time taken by the Maintenance Team to confirm completion of repair works since receiving the facility damage report.

Table 9: Time taken by Maintenance Team to confirm works completion since receiving damage report (between 2017 and 2022)

Year	Total no. of facility damage cases handled by Maintenance Team [Note]	Time taken by Maintenance Team to confirm works completion since receiving damage report						
		Within 30 days	31-60 days	61-90 days	91-180 days	More than 180 days	Average no. of days	Most days taken
		No. of cases (% over total no. of facility damage cases handled by Maintenance Team)						
2017	**2,934**	469 (16.0%)	971 (33.1%)	548 (18.7%)	761 (25.9%)	185 (6.3%)	**89.3**	**713**
2018	**2,871**	845 (29.4%)	742 (25.8%)	405 (14.1%)	576 (20.1%)	303 (10.6%)	**83.2**	**608**
2019	**3,123**	707 (22.6%)	815 (26.1%)	441 (14.1%)	737 (23.6%)	423 (13.5%)	**80.8**	**396**
2020	**2,019**	439 (21.7%)	582 (28.8%)	394 (19.5%)	450 (22.3%)	154 (7.6%)	**75.9**	**380**
2021	**2,552**	880 (34.5%)	641 (25.1%)	400 (15.7%)	375 (14.7%)	256 (10.0%)	**80.6**	**321**
2022	**1,905**	820 (43.0%)	575 (30.2%)	213 (11.2%)	240 (12.6%)	57 (3.0%)	**61.6**	**232**

[Note] The total number is the number of cases in which the Maintenance Team received a facility damage report and subsequently issued a works order to the contractor to carry out the repairs or replacement. Since the Team does not necessarily arrange for repairs by a contractor for every case reported and may issue more than one works order with respect to several items included in a facility damage report, the total number of cases is not the same as the total number of facility damage reports received by the Maintenance Team or the number of repair projects completed by the contractors in the same year (see Tables 8, 10 and 11).

3.12 Between 2017 and 2021, it took LCSD two-and-a-half to three months on average each year to complete the repair works for outdoor recreational and sports facilities since receipt of the damage report. Discounting the time taken by the Maintenance Team to issue a works order (around two weeks, see **para. 3.7**), it took the contractor more than two-and-a-half months on average to complete a repairs project. The situation improved somewhat in 2022, during which the average handling time dropped to two months. Discounting the one week needed for issuing a works order (see **Table 7** under **para. 3.6**), it still took the contractors about two months on average to complete the repair works.

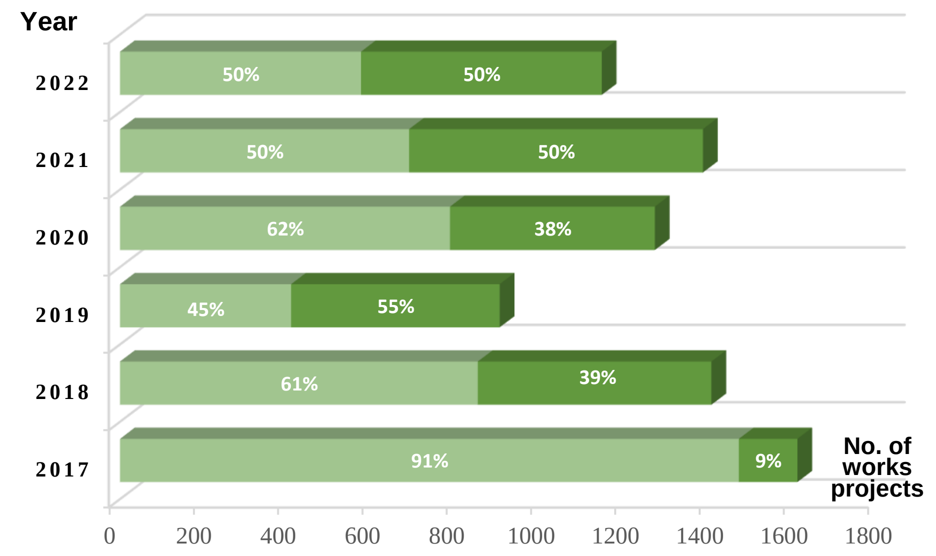
3.13 In addition, between 2017 and 2021, cases in which repair works took more than three months (see the statistics for "91 to 180 days" and "longer than 180 days" in **Table 9**) accounted for about 25 to 37 percent of the total number of repair cases. The situation improved a bit in 2020, during which, however, about 15 percent of repair cases still took more than three months to complete.

3.14 Further to our observation as set out in **paragraphs 3.12 to 3.13**, the actual time taken to complete repairs for LCSD facilities was much longer than the time limit (14 to 60 days) the Department has set for completing general repairs (see **Table 4** under **para. 2.14**). We have sought LCSD's views on the contractors' failure to complete the repair works by the expected date of works completion (i.e. delay in repair works). **Table 10, Figure 2 and Figure 3** show the data relating to cases involving works delay by LCSD's term contractors between 2017 and 2022.

Table 10: Statistical data on cases involving works delay by term contractors (between 2017 and 2022)

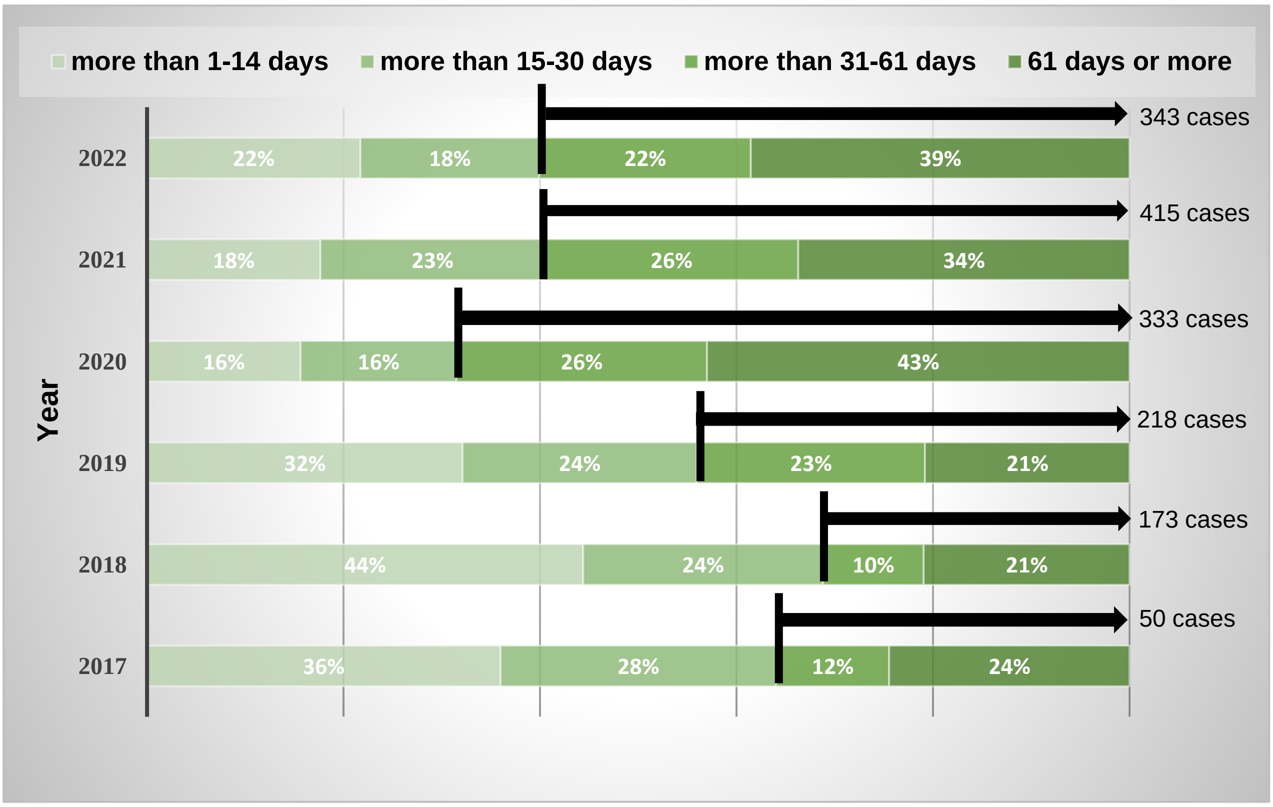
Year	No. of cases completed by term contractors	No. of cases involving delay (% over cases completed by contractors)	No. of cases involving delay (% over cases completed by contractors) — No. of days after expected completion date: Between 1-14 days	15-30 days	31-60 days	61 days or more
2017	**1,607**	**139 (8.6%)**	50 (3.1%)	39 (2.4%)	16 (1.0%)	34 (2.1%)
2018	**1,403**	**554 (39.5%)**	246 (17.5%)	135 (9.6%)	57 (4.1%)	116 (8.3%)
2019	**901**	**495 (54.9%)**	159 (17.6%)	118 (13.1%)	115 (12.8%)	103 (11.4%)
2020	**1,269**	**486 (38.3%)**	76 (6.0%)	77 (6.1%)	124 (9.8%)	209 (16.5%)
2021	**1,383**	**697 (50.4%)**	123 (8.9%)	159 (11.5%)	180 (13.0%)	235 (17.0%)
2022	**1,143**	**571 (50.0%)**	124 (10.8%)	104 (9.1%)	123 (10.8%)	220 (19.2%)

Figure 2: Ratio of cases completed by term contractors to cases involving contractors' delay



	2017	2018	2019	2020	2021	2022
works completed on time	1468	849	406	783	686	572
works delayed	139	554	495	486	697	571

Figure 3: Distribution of duration of delay in completing repair works by term contractors



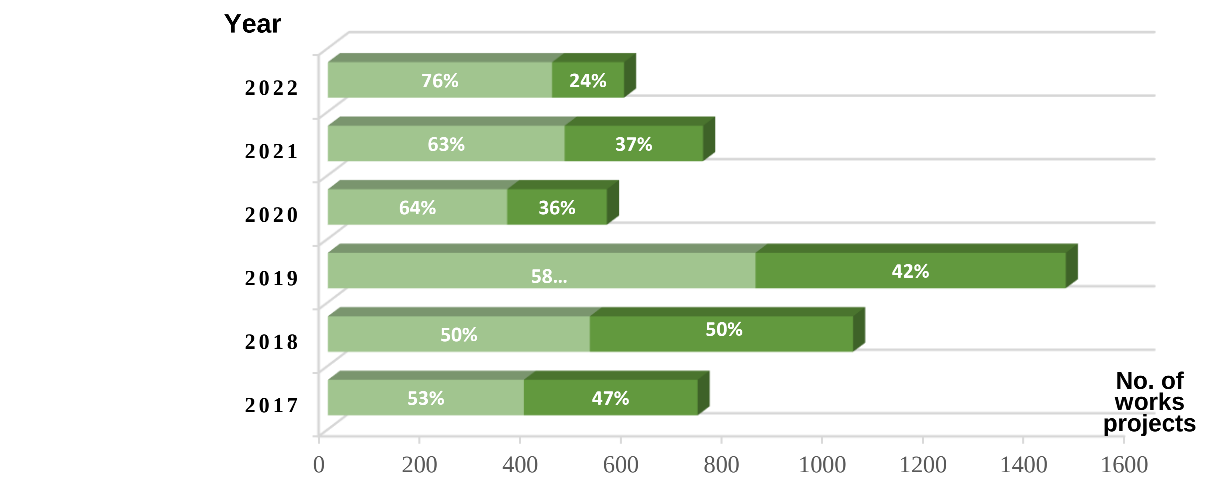
3.15 As can be seen from **Table 10 and Figure 2**, since 2018 (including the period before the pandemic), about 40 to 50 percent of facility repair works each year involved delays by the term contractors. The number of cases involving serious delay of one month or more (see **para. 2.18**) rose gradually from 173 in 2018 to 343 in 2022 (see **Fig. 3**).

3.16 **Table 11, Figure 4 and Figure 5** show the statistical data on cases involving works delay by contractors engaged by LCSD via direct procurement.

Table 11: Statistical data on cases involving works delay by direct procurement contractors (between 2017 and 2022)

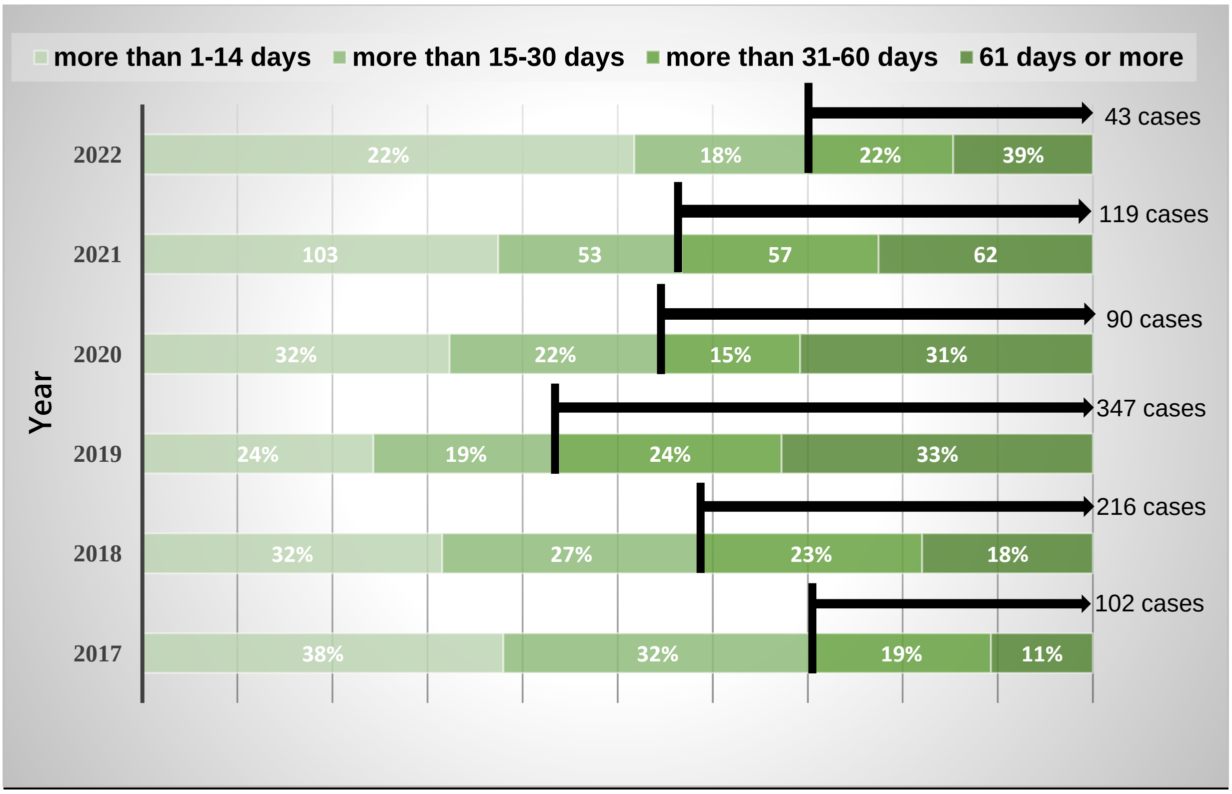
Year	No. of cases completed by direct procurement contractors	No. of cases involving delay (% over cases completed by contractors)	No. of cases involving delay (% over no. of cases completed by contractors)			
			No. of days after expected completion date			
			Between 1-14 days	15-30 days	31-60 days	61 days or more
2017	**734**	**345 (47.0%)**	131 (17.8%)	112 (15.3%)	65 (8.9%)	37 (5.0%)
2018	**1,043**	**523 (50.1%)**	165 (15.8%)	142 (13.6%)	122 (11.7%)	94 (9.0%)
2019	**1,466**	**617 (42.1%)**	150 (10.2%)	120 (8.2%)	145 (9.9%)	202 (13.8%)
2020	**554**	**198 (35.7%)**	64 (11.6%)	44 (7.9%)	29 (5.2%)	61 (11.0%)
2021	**745**	**275 (36.9%)**	103 (13.8%)	53 (7.1%)	57 (7.7%)	62 (8.3%)
2022	**588**	**143 (24.3%)**	74 (12.6%)	26 (4.4%)	22 (3.7%)	21 (3.6%)

Figure 4: Ratio of cases completed by direct procurement contractors to cases involving contractors' delay



	2017	2018	2019	2020	2021	2022
works completed on time	389	520	849	356	470	445
works delayed	345	523	617	198	275	143

Figure 5: Distribution of duration of delay in completing repair works by direct procurement contractors



3.17 As shown in **Table 11 and Figure 4**, works delay by direct procurement contractors was as serious as that by term contractors: about a quarter to half of the cases each year involved works delay. Save for 2022, the number of works projects involving serious delay of one month ranged from 90 to 347 cases each year (see **Fig. 5**). In general, contractors' failure to complete facility repair works by the expected date of works completion was rather common.

3.18 Regarding the frequent delays in facility repair works in recent years, LCSD explained that outdoor repair works are susceptible to external factors. For instance, when the super typhoon Mangkhut raged through Hong Kong in 2018, the fallen big trees damaged facilities and blocked the roads leading to those facilities. During the social movements in 2019, some recreational and sports facilities were damaged and roads in individual districts were blocked. Then came the COVID-19 pandemic in early 2020, a lot of countries halted production or went into lock-down, resulting in a shortage of materials and spare parts. Freight delays, container shortages and container congestion at major ports across the world meant that overseas orders took longer to arrive. Besides, the Hong Kong Government had implemented special work arrangements for employees during the pandemic such that some facility damage reports could not be submitted on time. Some repair works had to be put on hold because LCSD's facilities were closed repeatedly or the venues involved had been converted into anti-epidemic facilities and therefore, could not be closed for repairs. In addition, the number of contractor workers infected with the disease increased sharply in early 2022. Manpower shortage was one of the factors for delays in repair works.

LCSD'S MEASURES TO BOOST EFFICIENCY OF REPAIRS FOR OUTDOOR RECREATIONAL AND SPORTS FACILITIES

Step up Training for Frontline Staff

3.19 LCSD regularly arranges for its staff to enrol on courses relating to the safety of recreational and sports facilities so as to enhance their knowledge about the condition and inspection of facilities. Furthermore, during the course of this direct investigation, LCSD had taken action in early 2023 to produce a short video in Chinese using the content of the relevant courses, then upload the video to its intranet for internal reference of its staff with a view to assisting the frontline staff in accurately identifying damage in facilities and the potential safety hazards involved.

Set time limit for individual repairs procedures

3.20 During our preliminary inquiries of this direct investigation into the topic, LCSD had updated the Guidelines in April 2022 to add a seven-day time limit for the frontline staff to submit the damage report to the Maintenance Team upon discovery of damage in facilities (see **para. 2.10 and Fig. 1(I**) under **2.20**). Should the Maintenance Team find that the venue staff has failed to submit the facility damage report in a timely manner, it will notify the venue supervisor and request improvement to expedite the repair process.

Develop IT System to Strengthen Management of Repairs Procedures

3.21 In early 2023, LCSD engaged a systems development service provider to develop a computer system for the electronic recording of the inspection reports, repairs progress and related information of the children's playgrounds, fitness equipment and sports equipment in LCSD-managed parks. The aim is to streamline the workflow for facility damage reporting, strengthen the management of repair procedures and boost efficiency. The system is expected to be deployed on a trial basis for Kowloon Park and three parks in the Kwun Tong district in the third quarter of 2024. Review and assessment of its effectiveness would be conducted subsequently.

Augment Spare Parts Reserve and Review Scope of Repairs

3.22 Currently, LCSD's recreational and sports facilities are manufactured in and supplied by overseas countries or regions. Upon weighing factors such as the use of public funds, cost-effectiveness and repairs efficiency, LCSD did not pre-order the component parts of large-scale facilities. Regardless, the Department reviews from time to time the component parts reserve lists and, where circumstances permit, procure in advance those component parts prone to wear and tear (such as swing seats and safety mats) or stand-alone facilities (such as spring riders) as reserves in order to shorten the time required to order them from overseas. LCSD also periodically reviews the scope of the term contracts to include more common items (such as seamless safety mats) to minimise the likelihood of engaging direct procurement contractors.

Improve Design and Selection of Materials for Facilities

3.23 The Government announced in 2019 the launch of a five-year plan to transform more than 170 public play spaces (see **para. 2.2**). Since 2020, relevant works projects have commenced in various districts. LCSD strives to select facilities made of more durable and higher quality materials and plans to request the suppliers of those facilities to provide training and demonstrations to frontline staff on the repairs and maintenance of these more innovative facilities. In addition, as LCSD expects to see more innovative and creative facilities in the future, it will consider different modes of inspection for those facilities, such as engaging independent safety consultants.

4

CASE STUDIES

4.1 To gain a deeper understanding of LCSD's inspection of and repairs for outdoor recreational and sports facilities, our investigation officers had conducted site inspections at around 30 LCSD outdoor recreational and sports venues between December 2022 and January 2023, and found damaged facilities in about one-third of the venues. We subsequently examined the inspection records, damage reports and repairs records of those facilities. We had also scrutinised the files and records between 2017 and 2021 on the failure of LCSD staff to submit damage reports in time and serious delay in works completion by individual term contractors.

OUR SITE INSPECTIONS

Case 1

4.2 One day in December 2022, our officer conducted a site inspection at a park with on-site staff ("Venue A") and found multiple spalling of the coating on a set of recreational facility designed for children aged two to five. The exposed metal was very rusty and the surface rough, with protruding sharp points (see **Fig. 6**) which would likely hurt a child user. The spalling and rust should have occurred for some time.

Figure 6: Site inspection photos of Case 1



4.3 According to LCSD records, the set of play facility was purchased in 2001. The last structural inspection before our site inspection was conducted in February 2022. LCSD required the on-site staff to inspect the facilities at the venue at least once a day (see **Table 1** under **para. 2.6**). The Department's inspection records between October 2022 and January 2023 did not mention the above damage as found in the facility.

Case 2

4.4 One day in December 2022, our officer conducted a site inspection at a children's playground without on-site staff ("Venue B"), where there was a set of play facility designed for two-to-five-year-olds and included a slide with metal stairs. We found that the edges of the metal stairs and the metal panels between the component parts had burst and rusted, which might cause scrapes to users. Besides, some gaps between the metal panels were as wide as ten millimetres, constituting a safety hazard to young children, who might poke their fingers into the gaps. At the time of inspection, we did not see any temporary protective measures (e.g. covering the damaged parts with duct tape) being implemented by LCSD to reduce the risk of injury. In addition, there were obvious gaps (as wide as 40 millimetres, i.e. about the diameter of a $5 coin) between some tiles of the safety mat there (see **Fig. 7**).

Figure 7: Site inspection photos of Case 2



4.5 For venues without on-site staff, the Guidelines stipulates inspections at least fortnightly by the relevant staff (see **Table 1** under **para. 2.6**). Routine inspection records of Venue B showed that the frontline staff did not document any damage in the aforementioned facility or the safety mats during the routine inspections conducted between July and early November 2022. It was not until a routine inspection in mid-November 2022 that the damage in the facility was discovered and recorded as "Broken metal of multi-play equipment" with protruding points. The frontline staff did implement temporary safety measures such as designating the damaged parts off-limits and posting a repair notice and a warning. A report was then submitted to the Maintenance Team. Nevertheless, the damage in the facility as shown in **Figure 7** was not included in the report. Furthermore, records of the routine inspections conducted between July and mid-December 2022 did not mention the gaps we found between the tiles, which were only discovered during the routine inspection on 30 December 2022 and reported to the Maintenance Team subsequently.

<u>Brief summary</u>

4.6 The damage in the facilities involved in **Cases 1 and 2** should have begun with minor damage or spalling of the coating, then worsened over time to develop to the state as we found them. However, the LCSD frontline staff had failed to record such damage during routine inspections and the Maintenance Team, therefore, could not

make technical assessments on the situation or monitor the damage in a timely manner. The frontline staff had also failed to implement reasonable safety measures with respect to the damaged parts. The cases reflect the frontline staff's lack of awareness about facility repairs and maintenance, or possibly remissness during inspections such that the damage had escaped the staff's attention. Their safety awareness was also insufficient.

Case 3

4.7 In early January 2023, our officer conducted a site inspection at another children's playground without on-site staff ("Venue C") and found a seriously slanted spring rider. The coating on both the spring and the base plate anchored to the ground had spalled, and the exposed metal was rusty (see **Fig. 8**). The whole spring rider was tilted to one side, posing danger to those who sat on or climbed it. On the day of inspection, LCSD had not cordoned off the spring rider and there was no information about the repair arrangement.

Figure 8: Site inspection photos of Case 3



4.8 Our officer shook a "rocking boat" at the same venue and heard an unusual cackling sound. The coating on its metal spring had also peeled off and there was rust.

Figure 9: Site inspection photos of Case 3



4.9 LCSD records showed that the safety hazard or damage in the two facilities aforementioned was not found in the structural inspection conducted in January 2022. After our site inspection in early January 2023, LCSD staff conducted two routine inspections of the recreational facilities at Venue C in the same month, but the damage as mentioned was not discovered. It was not until the routine inspections on 24 February that the problems with the spring rider and the rocking boat were first recorded. The damage report was submitted to the Maintenance Team on 1 March. By then, it was already two months after our discovery of the problems. Replacement of the two facilities was completed in mid-March.

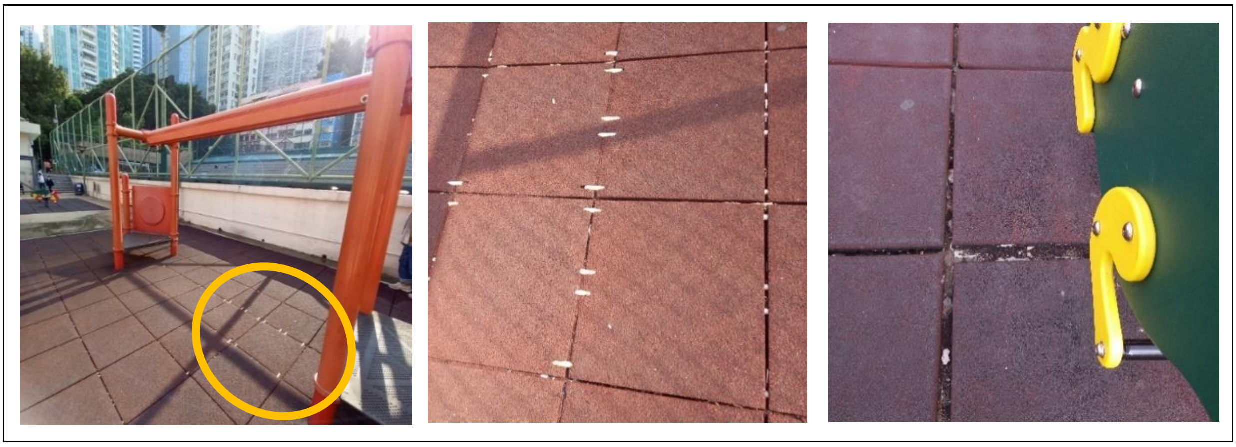
<u>Brief Summary</u>

4.10 The damage in the spring rider in **Case 3** was obvious and serious, but the records of LCSD's two consecutive routine inspections following our site inspection still showed the facility as suitable for normal use. Apparently, the LCSD inspection staff had failed to record and report the problems in a timely manner as required by the Guidelines, resulting in delay in repairs. This cast doubt on whether the frontline staff had been conscientious in their inspections and the effectiveness of verifying routine inspection records by the management (see **para. 2.6**).

Case 4

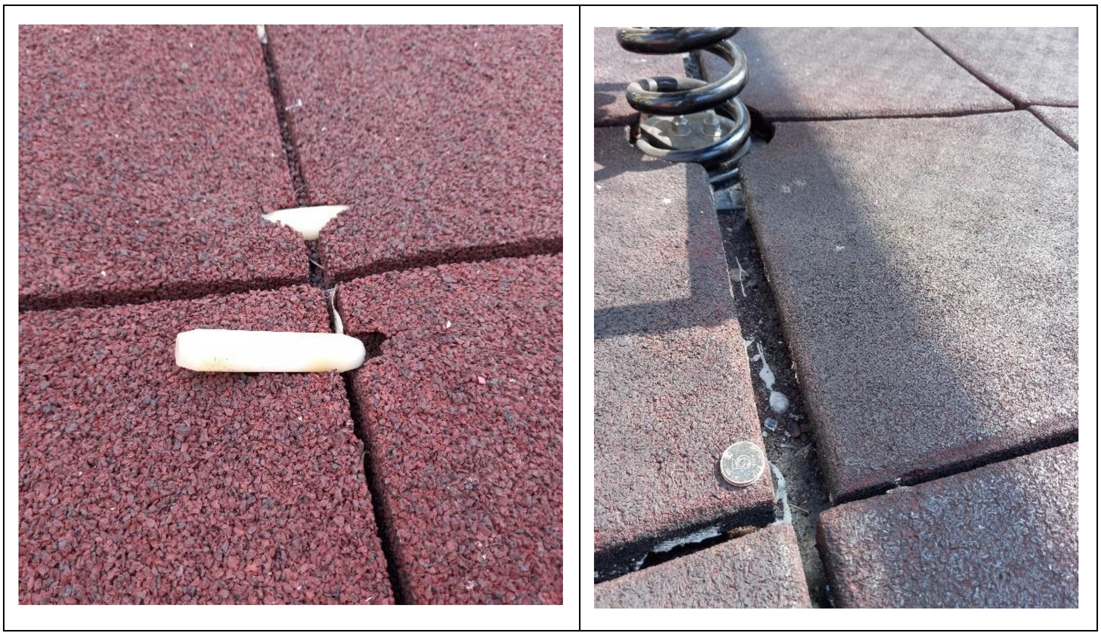
4.11 In December 2022, our officers visited a park of considerable size and visitor rates and found a large area of the safety mat in its children's playground ("Venue D") showing signs of hardening, such as a darker colour and rather big gaps between the tiles such that the concealed component parts were exposed (see **Fig. 10**).

Figure 10: Site inspection photos of Case 4



4.12 In January 2023, we visited Venue D again, only to find that the above problem with the safety mat had remained, and the exposed component parts were easy to remove. Furthermore, some gaps between the tiles were as wide as 40 millimetres, bigger than the diameter of a $5 coin (see **Fig. 11**).

Figure 11: Site inspection photos of Case 4
(one month after taking the photos in **Fig. 10**)



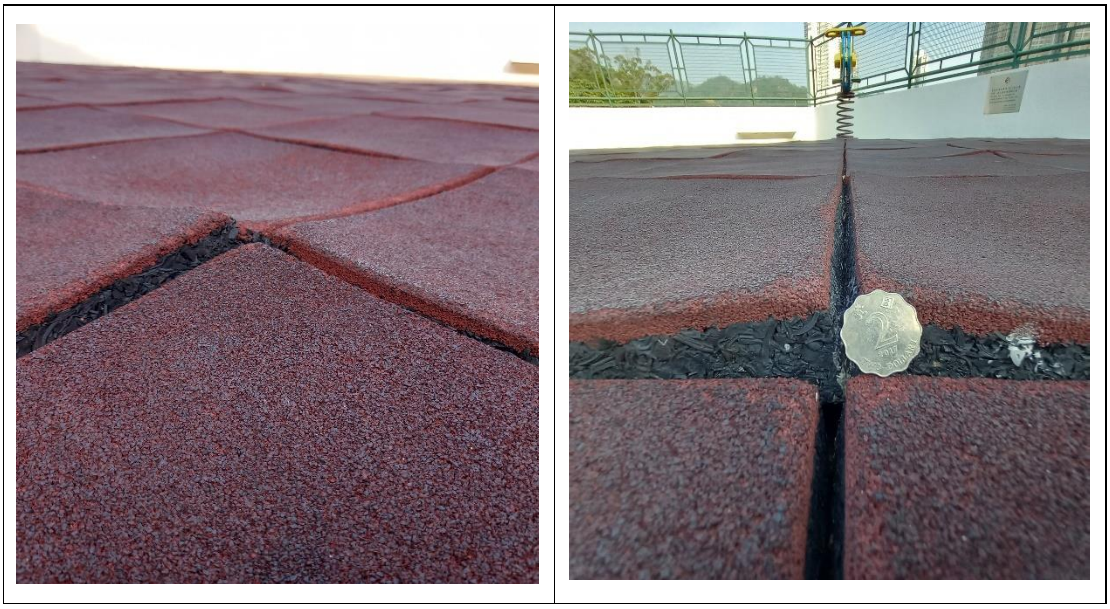
4.13 Upon our enquiry regarding the problems shown in **Figure 11**, LCSD replied that the photos were indicative of the ageing and deformation of the tiles. The venue staff should have reported the damage in accordance with the established procedures so that the technical staff could conduct professional assessments and

arrange for repairs. Nevertheless, according to the routine inspection reports of Venue D between July 2022 and January 2023, the staff responsible had not submitted any reports on the loosened component parts or the widening gaps between the tiles.

Case 5

4.14 One day in early January 2023, our officer found that a large area of the safety mat in a children's playground ("Venue E") had warped, and the surface was uneven. Some of the warps exposed space almost enough to vertically fit in a $2 coin (see **Fig. 12**), constituting trip hazards to users walking on the tiles. We believe that such serious ageing did not occur over-night. LCSD records showed that its staff had conducted a routine inspection at Venue E in late December 2022 and reported damage on about 150 tiles. Nevertheless, on the day of our site inspection, we did not see that the uneven safety mat had been partially designated off-limits to users, or a notice was put up to remind users of the uneven surface. LCSD indicated that replacement of the tiles would be completed in mid-February 2023.

Figure 12: Site inspection photos of Case 5



Brief Summary

4.15 LCSD said that it would take reference from the international safety standards relating to playground facilities[8], according to which trip hazards are

[8] LCSD mainly takes reference from "The European Standard" adopted by the United Kingdom and member states of the European Union, as well as the "ASTM Standards" adopted by the United States.

considered likely if the gap between the tiles of the safety mat is wider than 12 millimetres, and repairs and replacement should be carried out as soon as possible. In **Case 4**, we found gaps as wide as 40 millimetres, far wider than the 12-millimetre reference width. In **Case 5**, the tiles of the safety mat were seriously warped. The problem should have persisted for quite a while; yet, the LCSD inspection staff made a report only when the problem had much worsened, thereby failing to contain properly the safety risks caused by the ageing of the tiles.

CASES INVOLVING FAILURE TO SUBMIT FACILITY DAMAGE REPORTS WITHIN TIME LIMIT

4.16 Regarding the cases in each year that took the longest for the venue staff to submit damage reports of outdoor recreational and sports facilities to the Maintenance Team (see **Table 6** under **para. 3.2**), we had asked LCSD for more information (see **para. 3.4**). The details of the cases between 2018 and 2022 are given in the following paragraphs.

Case 6

Facility involved	: Fitness equipment for upper limb stretch
Time taken to submit report	: 52 days

4.17 On 8 April 2018, the on-site staff of a venue submitted a facility damage report to the Maintenance Team by fax, indicating that a rope used for upper limb stretch was damaged. As no works staff liaised with him for arranging the repairs, the on-site staff resubmitted the damage report by fax to the Maintenance Team on 29 May (i.e. 52 days later), only to find that the Team had no record of having received the first report. LCSD reckoned that it might be attributed to a mechanical failure of the fax machine. It had reminded on-site staff to communicate with the relevant team upon sending out a fax document to confirm proper receipt.

Case 7

Equipment involved	: Basketball backboards
Time taken to submit report	: 23 days

4.18 On 18 May 2022, the staff at an outdoor venue found that the backboards of two basketball stands sounded relatively loud upon impact of the basketball.

Experience told him that was because individual screws had loosened resulting from constant impact by basketballs, which is a rather common phenomenon. The equipment could still be open for public use. The on-site staff faxed a report to the Maintenance Team and requested follow-up action. As the Team did not contact him for arranging repairs, the on-site staff faxed the damage report to the Team again on 10 June (i.e. 23 days after the problem was discovered), only to find that the latter had no record of having received the damage report. The Maintenance Team issued a works order to the term contractor three days later, and the repair was completed on 28 June. In retrospect, LCSD believed the problem could be ascribed to a mechanical failure of the fax machine. It had reminded on-site staff to communicate with the relevant team upon sending out a fax document to confirm proper receipt. LCSD further pointed out that since June 2022, its offices have started to receive faxes via the computer to obviate delays in repairs because of mechanical failure of fax machines.

Brief Summary

4.19 The Maintenance Team usually issues an acknowledgement together with a reference case number within seven days of receiving a facility damage report (see **para. 2.11 and Fig. 1(II (a))** under **para. 2.20**). In **Cases 6 and 7**, the on-site staff concerned did not receive the Team's acknowledgement within seven days of submitting the damage reports, but they waited seven and three weeks respectively to take follow-up action. Furthermore, the basketball stands involved in **Case 7** were heavily-used cantilevered equipment, categorised as "high-risk" by LCSD (see **Table 2** under **para. 2.7**). The on-site staff should have followed up on its repair arrangement more closely.

FOLLOW-UP ACTIONS ON TERM CONTRACTORS WITH POOR PERFORMANCE

Contractor A

4.20 During the contract period between November 2017 and October 2019, Contractor A had taken up 1,913 facility repair projects from LCSD, among which 44.8% (857 cases) involved delay. LCSD had issued 1,263 written warnings with respect to 476 projects and imposed default fee totalling over $700,000 for delays in 200 projects. **Table 12** presents the details of five cases involving serious delays by Contractor A.

Table 12: Examples of works projects involving serious delays by Contractor A

Project 1: Replacing safety mats of about 117 square metres	
Date of issuing works order	Early December 2017
Expected date of works completion	February 2018
LCSD's actions	• Between April 2018 and March 2019: issued a number of warning letters to Contractor A • June 2018: imposed default fee on Contractor A • April 2019: Cancelled works order; assigned remaining 90% of replacement works to a direct procurement contractor
Date of works completion	Early October 2019
Project 2: Replacing safety mats of about 285 square metres	
Date of issuing works order	Late December 2017
Expected date of works completion	March 2018
LCSD's actions	• Between April 2018 and February 2019: issued a number of warning letters to Contractor A • June 2018: imposed default fee on Contractor A
Date of works completion	Early March 2019
Project 3: Replacing safety mats of about 25 square metres	
Date of issuing works order	Late April 2017
Expected date of works completion	January 2018 (but Contractor A had never commenced the works)
LCSD's actions	• Between April 2018 and April 2019: issued a number of warning letters to Contractor A • April 2018: imposed default fee on Contractor A • May 2019: cancelled works order and assigned the replacement works to a direct procurement contractor
Date of works completion	Late June 2019

Project 4: Replacing safety mats of about 217 square metres	
Date of issuing works order	February 2018
Expected date of works completion	April 2018 (but Contractor A had never commenced the works)
LCSD's actions	• Between April 2018 and April 2019: issued a number of warning letters to Contractor A • June 2018: imposed default fee on Contractor A • May 2019: cancelled works order and assigned the replacement works to a direct procurement contractor
Date of works completion	Early October 2019
Project 5: Replacing safety mats of about 170 square metres	
Date of issuing works order	March 2018
Expected date of works completion	May 2018 (but Contractor A had never commenced the works)
LCSD's actions	• Between May 2018 and March 2019: issued a number of warning letters to Contractor A • July 2018: imposed default fee on Contractor A • April 2019: cancelled works order and assigned the replacement works to a direct procurement contractor
Date of works completion	Early November 2019

4.21 Information shows that between 2017 and 2018, the repair projects that took the longest time to complete almost invariably involved Contractor A, and the delays in some cases were so serious that the works projects were eventually assigned to a direct procurement contractor. As can be seen from **Table 12**, serious delays already occurred early into the contract period (such as **Projects 1, 2 and 3**). In **Projects 1, 3, 4, and 5**, LCSD cancelled the works orders only more than a year after the expected date of works completion. Furthermore, while **Project 2** was completed by Contractor A, the whole project that was originally expected to take only 3 months eventually took a total of 15 months to complete. These examples reflected that LCSD had been extremely lenient with Contractor A despite its repeated and serious delays in completing works projects.

4.22 LCSD explained that when the projects aforementioned were found to have fallen behind schedule, the Maintenance Team did take action, including issuing advices and warning letters. In the absence of apparent progress, the Team had met with the management staff of Contractor A several times to demand immediate improvement. Nevertheless, the repair works were not commenced despite the imposition of default fee. LCSD, therefore, decided to cancel the works orders and assign the projects to direct procurement contractors. Since those contractors took time to procure the replacement mats from overseas, the projects took extra time to complete. Take the aforementioned projects as examples, the longest extra time incurred was seven months. LCSD stated that the Maintenance Team considered cancellation of the works orders only after all attempts to help Contractor A resolve the problems had failed.

4.23 LCSD also stressed that with respect to the works projects listed in **Table 12**, the Maintenance Team did implement a number of measures to proactively monitor Contractor A's performance and stepped in to find out about the reasons for the delays identified so as to help the Contractor tackle the problems. It also invoked the contract conditions to impose default fee on Contractor A. LCSD added that the Maintenance Team had been watching the commencement and progress of the works projects. In addition to monthly meetings at which the Contractor was required to report works progress, weekly follow-up meetings were also held with the Contractor's representative. Should the projects show signs of sluggishness, the Maintenance Team would ask for the reasons and provide assistance, and consider issuing reminders to the Contractor before the expected works completion date. Furthermore, some projects were relatively simple with a rather short actual works time, rendering it difficult to judge whether they would be completed on time. Warning letters would be issued only when the Maintenance Team confirmed that the works were still outstanding after the expected date of completion.

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4.24 LCSD had a duty to monitor Contractor A's performance in fulfilling its contractual obligations, including holding the Contractor responsible for works delays or poor works quality, and monitoring the quantity and progress of the works projects. When there were problems with Contractor A's works progress, LCSD should minimise the impact by, say, making alternative arrangements as soon as possible.

Contractor B

4.25 During the contract period between November 2019 and October 2021, Contractor B had taken up 2,374 facility repair projects from LCSD, of which as many as 986 (or 41.5% of the total number of projects it was responsible for) involved delays, and LCSD had issued written warnings in 841 such projects. In view of DEVB's suggestion that departments be flexible in dealing with works delays by contractors during the pandemic (see **para. 2.31**), LCSD had neither imposed default fee on Contractor B, nor cancelled any of the works orders. **Table 13** shows the details of five cases involving serious works delays by Contractor B.

Table 13: Examples of cases involving serious works delays by Contractor B

Works projects taken up by Contractor B	Expected completion date	Actual completion date	LCSD's actions
Project 1	December 2019	August 2020	Warning letters and reminders issued during the course of the works
Project 2	February 2020	August 2020	
Project 3	March 2020	October 2020	
Project 4	December 2020	June 2021	
Project 5	January 2021	May 2021	

4.26 As mentioned in **paragraph 2.27**, LCSD has adopted DEVB's monitoring measures since November 2019. It had assessed the performance of Contractor B and reported to DEVB and ArchSD. LCSD had provided us with the number of works projects involving delays by Contractor B during the quarterly appraisal periods concerned. Details are in **Table 14**.

Table 14: No. of works projects involving delays by Contractor B during the quarterly appraisal periods in question

Quarterly appraisal periods involving Contractor B	Number of works projects involving delays	
	Contracts for New Territories	Contracts for urban areas
(1) November 2019 to February 2020	90	69
(2) March to May 2020	95	74
(3) June to August 2020	45	49
(4) September to November 2020	52	42

4.27 We found that the four quarterly appraisal reports compiled by LCSD mentioned neither Contractor B's delays in completing the works projects nor the warning letters it had received (see **Table 13** under **para. 4.25**). Besides, the Department had given Contractor B a "Satisfactory"（滿意）grade in the four consecutive appraisal reports with respect to the contractor's works progress and overall performance.

4.28 LCSD explained that it had assessed Contractor B's performance in accordance with DEVB's Contractor Management Handbook and the guidelines promulgated in response to the COVID-19 pandemic. It had considered fully and comprehensively the Contractor's performance during the appraisal periods, including whether it had tried its best to tackle the earlier delays, applied for extending the works completion deadline and provided reasonable justifications, etc. While Contractor B did have a record of works delays, the Department was of the view that the delays were mainly attributed to the pandemic and the contractor had applied for deadline extension. The pandemic was beyond Contractor B's control and it had implemented a number of measures to minimise the delays, such as liaising with several overseas suppliers of safety mats and procuring the materials from different regions; arranging for machine-assisted delivery of the materials to reduce the need for manual labour; implementing a number of measures to improve the health of the workers, including installing mobile refrigerators in rest stations to reduce the risk of workers contracting the disease while eating out. Furthermore, Contractor B was considered to have performed satisfactorily in other aspects such as workmanship, construction site safety, environmental pollution control, and so on. LCSD had given Contractor B a "Satisfactory" grade for its overall performance and works progress in the quarters concerned in accordance with the appraisal guidelines.

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4.29 How LCSD assessed Contractor B's performance in rectifying the delays in works projects involved its professional judgement pertaining to project management. However, we opine that in the appraisal reports submitted to DEVB, LCSD should have made objective and complete records of the delays involved in the works projects taken up by the Contractor, such that DEVB and the Department itself could monitor and assess the Contractor's overall performance more comprehensively, thereby enhancing government contractors' performance in the long run.

4.30 Regarding our comments made in the previous paragraph, LCSD added that since 2021, it had also made detailed records on the aspects of Contractor B's performance considered "Marginally Satisfactory"（僅及滿意） or "Poor"（差）, including the delays involved in the works projects it had taken up.

5

COMMENTS AND RECOMMENDATIONS

OVERALL COMMENTS

5.1 The Government has been devoting considerable resources in recent years to improve the design and utilisation of public play spaces. The quality, suitability and safety level of outdoor recreational and sports facilities have substantial impact on raising the living quality of the general public. As the management authority for a huge number of outdoor recreational and sports facilities, LCSD has a duty to ensure that the facilities are in good condition so that they can be used by the public safely for a sustained period.

5.2 While LCSD's recreational and sports facilities meet international safety standards, they will constitute safety hazards of varying degrees when their condition deteriorates due to ageing or damage. LCSD has been managing a huge number of venues for years. It should know very well the common damage found in the facilities and be able to make arrangements for effective repairs and maintenance with its reserve of component parts that are prone to wear and tear. Nevertheless, in the course of handling individual complaint cases, we found that some protracted damage in facilities in outdoor recreational and sports venues had escaped LCSD's day-to-day inspections. Besides, there are inadequacies in LCSD's procedures for arranging facility repairs and monitoring of the performance of works contractors. As a result, damage in facilities might not be handled and rectified in a timely manner to ensure user safety.

5.3 Furthermore, with the Government's continued investment of public resources to improve people's living environment and public play spaces, the number of outdoor recreational and sports facilities managed by LCSD also keeps growing, and their designs have become more diversified and innovative (e.g. tall slides seldom used in the past, zip wires, rope courses, sand pits, leisure pools, swinging and swivelling equipment for multiple users, etc.). They will pose new challenges to LCSD's repair and maintenance works for the facilities. It is high time that the Department reviewed and improved the relevant procedures and work arrangements.

5.4 In sum, we have identified the following areas in need of improvement regarding the repairs and maintenance of outdoor recreational and sports facilities by LCSD.

(I) LACK OF SPECIFIC GUIDELINES FOR FACILITIES INSPECTION AND INADEQUATE SAFETY AWARENESS OF FRONTLINE STAFF

5.5 At present, LCSD staff conduct site inspections of the LCSD outdoor recreational and sports facilities at least once every two weeks for continuous monitoring of the condition of the facilities in various venues. Proper follow-up and repairs for the damaged facilities, and hence a lower safety risk for the public, depends on accurate identification and timely report of the damage by the inspection staff, as well as implementation of suitable temporary safety or protective measures.

5.6 LCSD has formulated the Guidelines to instruct frontline staff to inspect recreational and sports facilities periodically, drawn up procedures for reporting damage in facilities (see **para. 2.5**), and provided relevant on-the-job training to frontline staff on a regular basis to enhance their knowledge about the condition and inspection of the facilities (see **para. 3.19**). Nevertheless, **Cases 1 to 5** presented in **Chapter 4** of this report, all of which involved damage in children's play facilities and safety mats, reveal that the LCSD frontline staff had failed to report the damage in a timely manner and/or implement suitable temporary safety measures. This reflected a failure to fully understand the points to note during facilities inspections and the relevant safety requirements, as well as an inadequate awareness in reducing potential safety hazards among some LCSD staff.

5.7 In fact, the Guidelines does not provide any specific instructions or reference to frontline staff with respect to the points to note during routine inspections of the various recreational and sports facilities. In addition, the routine inspection form (see **para. 2.6**) included in the Guidelines only lists a small number of component parts of facilities (such as basketball stands, basketball backboards, safety mats, protective railings and steps) with very simple descriptions like "rust", "loosened screws", "peel-off" and "damage" to remind inspection staff to pay attention to such problems. While recreational and sports facilities vary from one venue to another, in some routine inspection forms we have examined, we found that many inspection staff had failed to

list out the facilities that had been inspected. We are of the view that currently, the routine inspection forms are not being used in a way that can help LCSD staff inspect all the recreational and sports facilities in a venue properly. This can undermine LCSD's effectiveness in facilities management through regular verification of inspection records.

5.8 On the other hand, we have also scrutinised the content of LCSD's standard course materials on the inspection and safety standards of recreational and sports facilities and found that those materials, just like the Guidelines, are written in English. Some frontline venue staff or the contractors' staff (see **Table 1** under **para. 2.6**) may not be able to fully understand and grasp the contents.

5.9 In our view, the venue management should list out on the routine inspection form the facilities in a venue with Chinese explanations such that frontline staff can follow the list to inspect the facilities one by one during routine inspection and record the inspection results accordingly to obviate omissions. LCSD should also compile a technical practice guide for facilities inspections using wording intelligible to staff at all ranks and written from an execution perspective to guide the frontline staff. Objective or measurable standards and illustrations of the physical objects should be provided as far as possible with a view to assisting frontline staff to accurately assess the damage spotted in facilities and evaluate the need to implement temporary safety measures. They should also be reminded to report to the Maintenance Team any damage found as soon as possible to enable timely follow-up. Furthermore, LCSD should step up training on facilities inspection to ensure understanding of the content of the practice guide by its staff, as well as arrange refresher courses for the staff so as to bolster their relevant knowledge and skills.

5.10 We are glad to learn that LCSD had made a short video in Chinese in early 2023 for frontline staff's easy and specific reference with respect to the inspection of children's play facilities (see **para. 3.19**). LCSD should make sure that venue staff involved in the routine inspection of facilities (including the wardens and security staff of the contractors) can have access to/watch the video when necessary.

(II) MONITORING OF OVERALL REPAIRS PROCEDURES INEFFICIENT

Improper Recording of Inspection Results and Reporting of Damage

5.11 The routine inspection forms and damage report forms for the facilities in different LCSD venues are filed and archived by individual DLSO to which a venue belongs. Chances are that there would be mishaps in information transmission by the DLSOs to the Maintenance Team or delays in reporting damage (see **para. 3.4**). Besides, the LCSD headquarters could not easily and systematically monitor the progress of the various facilities repair cases, or even the overall performance of the Department in repairing recreational and sports facilities.

5.12 In early 2023, LCSD started the development of a computer system for the electronic recording of inspection results of and repairs for outdoor recreational and sports facilities in its venues (see **para. 3.12**). Given the sheer number of facilities under LCSD management (see **para. 2.1**), we consider it imperative that the Department make use of smart technologies to consolidate and manage its facilities repair efforts. LCSD should follow up closely on the progress of developing the relevant computer system, and ensure that the relevant staff (including frontline venue staff, management staff, and works staff of the Maintenance Team) can inspect in real time the records relating to facilities inspection and repairs (such as photographs of the facilities, the date of issuing works orders and the content of the order), and follow up on the repair works in a timely manner.

Systematic Follow-up on Cases of Repairs Suspension Necessary

5.13 Depending on the actual operation of a venue or for some other reasons, LCSD's works staff may from time to time put on hold the repair works for recreational and sports facilities and continue to open them to public use under safe circumstances. LCSD estimated that such cases take up about 15 to 20 percent of the total number of cases of facilities damage each year (see **para. 3.8**). Given that the Maintenance Team handles around 2,000 to 3,000 cases of facilities damage every year (see **Table 9** under **para. 3.11**), there would be as many as 300 to 400 such cases where repairs for damaged facilities is suspended, sometimes for as long as half a year (see **Table 7** under **para. 3.6**).

5.14 We opine that LCSD should compile a watch list for cases of repairs suspension (especially before full deployment of the aforementioned computer system)

and devise a follow-up system for such cases to regularly inspect the damage in the facilities involved. This would not only strengthen facilities management for better safety risk control, but also help preclude omissions or delays in follow-up.

Ineffective Monitoring of Works Progress

5.15 The Guidelines contains provisions instructing LCSD venue staff and the Maintenance Team to monitor and follow up on the progress of repair works for facilities, and to issue reminders or even warnings to contractors when delay in repairs is found (see **paras. 2.17 and 2.18**). However, we noticed that warning letters were often issued only after the expected works completion date. There were also instances of complete lack of improvement despite warnings after warnings having been issued to the contractor within a year (see **Table 12** under **para. 4.20**).

5.16 On LCSD's explanation as given in **paragraphs 4.22 to 4.23**, we understand that simple repairs may take only a few days or just one day to complete, rendering it difficult to estimate whether the repairs could be completed on time before the expected date of completion, and it is not unreasonable of LCSD to help the contractor tackle the problems encountered in the course of repairs. However, in our view, once a works order is issued to the contractor, LCSD should monitor the commencement and progress of the repair works more effectively. For instance, it can require the contractor to proactively report the different works procedures and works stages and set a last works date for the contractor in a timely manner. It should also clearly indicate to the contractor that decisive actions (such as cancelling the works order and reflecting the actual situation in the appraisal reports) would be taken in case the repairs are not completed on time, such that the possibility and magnitude of works delay can be minimised.

(III) TERM CONTRACT ARRANGEMENT NOT WELL-CONSIDERED AND NOT CONDUCIVE TO IMPROVING EFFICIENCY AND QUALITY OF REPAIR WORKS

5.17 LCSD has outsourced the repairs and maintenance works for outdoor recreational and sports facilities and, by districts, awarded two term contracts to contractors. Nevertheless, in recent years, the two term contracts for the New Territories and the urban areas were invariably awarded to the same contractor (see **paras. 2.23–2.24**). We consider that if LCSD can engage more than one term

contractor simultaneously, the impact on repair and maintenance works can be diminished when one of the contractors is unable to provide normal services. Take for instance Contractor A mentioned in **Chapter 4**. When the Contractor could not complete the repair projects in time due to its own management and operational problems, LCSD's facility repair works in various districts suffered (see **paras. 4.21–4.23**). When there were multiple delays in the repair projects taken up simultaneously by Contractor A, even if LCSD subsequently arranged direct procurement for engaging other contractors to rectify the situation, delays in the repairs were already a *fait accompli*, not to mention the considerable resources already spent by the Department in following up on those cases.

5.18 In this light, LCSD should conduct a major review of the term contract arrangement and examine seriously the risks involved in engaging only one single contractor to take up the repair and maintenance responsibilities for all its outdoor recreational and sports facilities across the territory; and explore a suitable alternative in appointing term contractors so as to raise the efficiency and quality of the Department's repair works. Besides, it should adopt options that allow more flexible arrangements in engaging term contractors to take up repairs for facilities (e.g. it can consider engaging several term contractors that meet the requirements and eligibility for providing services). This can reduce the risk of over-reliance on one single contractor on the one hand and bring about greater flexibility in assigning repair works to contractors on the other. Healthy competition amongst contractors can also boost the quality and efficiency of their service.

(IV) STRONGER MONITORING OF CONTRACTORS CALLED FOR

5.19 As mentioned in **paragraphs 3.12 to 3.13**, between 2017 and 2022, the actual time taken by LCSD to complete repairs of facilities was about two months, much longer than the time limit LCSD has set for completing general repairs. Delay in repair works was rather serious between 2018 and 2022, during which around a quarter to half or more of the repair works involved failure by the term contractors or direct procurement contractors to complete the repairs by the expected completion date (see **paras. 3.14–3.17**). LCSD just attributed the problems to a number of general reasons (see **para. 3.18**).

5.20 We opine that LCSD needs to understand the specific reason(s) for delay in each repair case. It should consider adding to the relevant computer system a

function to extract statistical data that are useful for examining and analysing the root causes of the problems (such as the types of damage found in facilities, reasons for the damage, category and duration of the repair works, level of complexity and urgency of the works, the types of component parts procured, etc.), then formulate specific improvement measures to help the contractors raise efficiency and the Department itself to strengthen monitoring of the contractors.

(V) UNCLEAR RECORDS ON PERFORMANCE APPRAISALS FOR CONTRACTORS AND GUIDANCE SHOULD BE PROVIDED TO WORKS STAFF

5.21 Since November 2019, LCSD has adopted DEVB's mechanism for monitoring approved public works contractors (see **paras. 2.27–2.28**) to grade the contractors' performance accordingly and has been submitting the appraisal reports to the Bureau. Yet, as can be seen from **paragraphs 4.26 to 4.28**, LCSD had failed to give a full picture of Contractor B's actual performance in the appraisal reports. For instance, the appraisal reports neither mentioned the number of repair projects that had involved delay by the Contractor and the number of written warnings issued during the appraisal periods; nor provided clear, specific and substantive justification for the grades given. We consider that this would undermine the effectiveness of the monitoring mechanism and related measures. We are glad to see LCSD's improvement in this aspect since 2021 (see **para. 4.30**). For the appraisal reports to always accurately reflect the contractors' performance, it is imperative that LCSD provide the works staff responsible for evaluating contractors' performance with clear guidelines, including requiring them to provide objective data in the appraisal reports. Even if a contractor can provide reasonable explanations for the delay in a works project, or the Department considers the delay attributable to some factors beyond the contractor's control, the circumstances should also be reflected in the reports.

(VI) CONSIDER USING SMART TECHNOLOGY TO FACILITATE REPORTING OF FACILITIES DAMAGE BY THE PUBLIC

5.22 We noticed that about 60 percent of LCSD's recreational and sports venues do not have on-site staff (mostly playgrounds, sitting-out areas or parks of smaller scale). Members of the public who discover damaged facilities can notify the venue in question during office hours (see **para. 2.9**) or call the Government hotline 1823 for referral.

We opine that LCSD can consider making use of smart technology that allows people to report damaged facilities for the Department's prompt follow-up actions, for example, by scanning the QR code attached to a recreational and sports facility or using instant communication software. LCSD indicated that it will proactively examine the recommendation.

OUR RECOMMENDATIONS

5.23 In light of our findings in this direct investigation, The Ombudsman has made the following 11 recommendations to LCSD:

(1) consider compiling a technical practice guide on facilities inspection using wording intelligible to staff at all ranks to guide the frontline staff. Objective or measurable standards and illustrations of physical objects should be provided as far as practicable to assist them to judge accurately the damage spotted in facilities and assess the need to implement temporary safety measures (see **paras. 5.5–5.9**);

(2) instruct venue staff to list out on the routine inspection form the facilities in a venue, together with Chinese explanations, so that frontline staff of the venue can follow the list to inspect one by one the facilities during routine inspections and record the results accordingly to obviate omissions (see **paras. 5.5–5.9**);

(3) strengthen facilities inspection training for frontline staff to ensure their understanding of the relevant inspection guidelines and enhance their safety awareness in implementing temporary protective measures for damaged facilities or cordoning off those facilities. Refresher training courses should also be arranged for them regularly to solidify their relevant knowledge and skills (see **paras. 5.5–5.9**);

(4) follow up closely on the development of the computer system designed for facilities inspection and recording of repairs, and ensure that in the future, the relevant staff (including frontline venue staff, management staff and works staff of the Maintenance

Team) can inspect in real time the records relating to facilities inspection and repairs, as well as follow up on the facilities repairs in a timely manner (see **paras. 5.11–5.12**);

(5) compile a watch list for cases of repairs suspension and draw up a follow-up system for such cases (see **paras. 5.13–5.14**);

(6) monitor more effectively the progress of facilities repairs and draw up guidelines to instruct frontline staff how to execute the relevant tasks (see **paras. 5.15–5.16**);

(7) revisit the current term contract arrangement, including to avoid awarding all term contracts to one single contractor at the same time, and in the long run explore options that allow more flexible arrangements for engaging term contractors to take up facilities repair works so as to avoid over-reliance on one single contractor and bring about greater flexibility in assigning repair works to contractors (see **paras. 5.17–5.18**).

(8) probe and analyse the reasons for works delay by contractors, collect data relating to works delay with a view to identifying the root causes and formulating specific improvement measures to help raise the efficiency of repairs by contractors and effectiveness of monitoring of contractors by LCSD (**paras. 5.19–5.20**);

(9) consider installing a function in the relevant computer system to extract statistical data of reference value for research and analysis so as to strengthen monitoring of the overall repairs process (see **paras. 5.19–5.20**);

(10) provide clear appraisal guidelines to the works staff who evaluate contractors' performance such that the appraisal reports to be submitted to DEVB can reflect contractors' performance more accurately and serve as reference for LCSD in contractor selection in the future (see **para. 5.21**); and

(11) consider making use of smart technology to facilitate public report of damaged recreational and sports facilities under LCSD (see **para. 5.22**).

ACKNOWLEDGEMENTS

5.24 The Ombudsman thanks LCSD for its full cooperation in the course of this investigation and ArchSD for providing relevant information.

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Ref: DI/465
December 2023

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